

Town of Tupper Lake Organizational & Regular Board Meeting

January 10, 2019

- Roll Call: Supervisor Patricia S. Littlefield
Councilman John Quinn
Councilman Michael Dechene
Councilwoman Mary Fontana
Councilwoman Tracy Luton
- Recording Secretary: Town Clerk – Laurie J Fuller
- Press: Tupper Lake Free Press – Dan McClelland
- Also: Highway Superintendent – William Dechene
Assessor/Code Officer – Paul O’Leary
- Guest: James Frenette, Sr. – X-Cross Country Ski Trails
Family & Friends of Mr. Frenette
Mike Sovey, Lyndon Johnson, Evan LaBarge – TLCC

Supervisor Littlefield called meeting to order at 6:00 p.m. opening with the Pledge of Allegiance.

1. Honor Mr. James Frenette, Sr.
X-Cross Country Ski Trail:

Councilman Quinn read resolution #2 of 2019, honoring Mr. James Frenette, Sr., by naming the X-Cross Country Ski Trails in his name. Family & Friends was in audience.

Resolution #2 / 2019

The Town of Tupper Lake Honors James C. Frenette, Sr. by naming the Tupper Lake Cross Country Ski Trails, “The James C. Frenette, Sr. Recreational Trails”.

WHEREAS, James c. Frenette, Sr. has served the skiing population of the Town of Tupper Lake with his expertise and dedication to teaching all things cross country. And,

WHEREAS, Mr. Frenette has been dedicated to Tupper Lake all his life, serving the community through his roles as teacher, parent, coach, elected official, and judge. And,

WHEREAS, Mr. Frenette was instrumental in championing the development of a cross country ski program in Tupper Lake, which many learned and participated and raced. And,

WHEREAS, Jim has tirelessly volunteered to develop, maintain and groom the existing cross country ski trails with enviable energy. And,

WHEREAS, Jim’s endeavors have been so successful that the trails are now being used for a variety of purposes, resulting in expanded outdoor recreational opportunities for residents in our community and from surrounding areas. And,

WHEREAS, Mr. Frenette is a role model for all. Now therefore be it

RESOLVED, That the Town of Tupper Lake Town Board hereby designates the Tupper Lake Cross Country Ski Center to be now and hereafter known as The James C. Frenette, Sr. Recreational Trails.

Councilman Quinn made Motion
Seconded by Councilman Dechene

Supervisor Patricia S. Littlefield	AYE
Councilman John Quinn	AYE
Councilman Michael Dechene	AYE
Councilwoman Mary Fontana	AYE
Councilwoman Tracy Luton	AYE

Laurie J Fuller – Town Clerk RMC

Mr. Frenette was very honored and surprised, thanking board members, and spoke about cross country skiing and grooming years ago.

2. Mike Sovey, Lyndon Johnson
Evan LaBarge TLCC:

Mike Sovey, President of the Tupper Lake Country Club Board spoke to board members, on behalf of the Country Club Board would like to “respectfully request” the possibility of extending the Country Club lease agreement from current time now to 2026, also continue working towards bond.

Supervisor Littlefield and board members agreed this is “doable” and will ask Town Attorney to draft an agreement to present to both boards.

3. 2019 Organizational Appointments
&
Committees:

2019 Organizational Meeting		
January 10, 2019		
Assessor	K. Paul O’Leary	
Deputy Town Clerk & Registrar	Donna Maliszewski & Angela Snye	
Building Custodian	Donna Maliszewski	
Court Clerk, Part Time	Laurie Fuller	
Dog Officer	Wayne LaPierre	
Tax Collector for the year 2019	Laurie J Fuller & Donna Maliszewski, Deputy	
Deputy Highway Superintendent	Derek Foote Highway Superintendent’s Appt.	
Deputy Supervisor	Councilman John Quinn Supervisor’s Appt.	
Hazardous Waste Control Officer		
Town Historian	Jon Kopp	
Town Health Officer	Joan Stuart, RN	
Town Planner	Paul O’Leary	
Deputy Town Planner	Samantha Davies	
Land Use Code Administrator/Code Enforcement Officer	Paul O’Leary	
Town Accountant	Samantha Davies	
Budget Officer	Supervisor Patricia Littlefield	
Town Attorney	Kirk Gagnier	
Town Emergency Manger	Carl Steffen	
Youth Activity Director	Angie Snye	
Legal holidays observed	New Year’s Day Washington’s Birthday Independence Day Columbus Day Thanksgiving Day Christmas Day	Lincoln’s Birthday Memorial Day Labor Day Election Day Veteran’s Day Martin Luther King Day
Town Clerk’s Petty Cash	\$200.00	
Mileage Allowance	.58 cents	
Acceptance of Payment by Credit Card	Town Clerk, Tax Collector, Little Wolf Campground, Town Court	
Official Depository	Community Bank & NBT Bank	
Official Newspapers	Tupper Lake Free Press Adirondack Daily Enterprise	

Laurie J Fuller

Laurie J Fuller, Town Clerk

Motion to approve 2019 appointments as listed approve was made by Councilman Quinn

Seconded by Councilman Dechene
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

2019 Committees

HIGHWAY DEPARTMENT	Supervisor Patricia Littlefield Councilman John Quinn
LITTLE WOLF BEACH & CAMPSITE	Councilman John Quinn Supervisor Patricia Littlefield
TOWN OFFICES, BUILDINGS & PROPERTIES	Councilman Michael Dechene Councilwoman Mary Fontana
TUPPER LAKE COUNTRY CLUB	Councilman Michael Dechene Supervisor Patricia Littlefield
AUDIT COMMITTEE	Councilman Michael Dechene Councilwoman Mary Fontana
DOG CONTROL	Supervisor Patricia Littlefield Councilwoman Tracy Luton
TOWN PLANNER & YOUTH ACTIVITY DIRECTOR	Supervisor Patricia Littlefield Councilwoman Tracy Luton
JOINT VILLAGE & TOWN FIRE COMMITTEE	Supervisor Patricia Littlefield Councilman John Quinn
Setting Pole Dam	Councilman John Quinn Councilman Michael Dechene

Motion to accept 2019 Committees as presented was made by Councilwoman Fontana

Seconded by Councilman Dechene
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

4. Approve Abstract #1 of Audited Vouchers:

Town of Tupper Lake

Abstract #1

Vouchers # 2018-0984 to 2018-0998&
2019-0001 to 2019-0026

<u>Fund</u>	<u>Prepaid/Debit</u>	<u>Unpaid</u>	<u>Total</u>
200.01-200.36	-----	\$66,712.82	\$66,712.82

Motion to approve Abstract #1 of Audited Vouchers as submitted in the amount of \$66,712.82 was made by Councilman Dechene.

Seconded by Councilman Quinn
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

5. Approve Budget Transfers:

Motion to approve Budget Transfers as submitted in the amount of \$2,851.67 was made by Councilman Dechene.

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

6. Approve Town Departments Monthly Reports:

Code Officer

Monthly Report
December 2018

3 Building Permits issued in December

Demolition Permit issued

Complaint filed

Completed 14 field inspections

December 2018 miles logged 63

Please contact me with any questions or concerns.
Respectfully submitted:

Paul O'Leary
Code Enforcement Officer
Town of Tupper Lake

Youth Activity Director

Board Report Youth Activities
1/9/2018

Angie Snye

Campground: Calls for campground reservations and payments have been coming in steady since January 2. It's going to be a busy summer.

Youth Nordic Ski: We now have 25 students signed up for Nordic Ski. We have a great start to the season, getting four ski days in before the Holiday Break. We did cancel ski club on January 3 due to lack of snow (we then got a couple of inches...) and we were back on the trails on January 7. It's been a great time; we have a fantastic group of skiers – all eager to learn and to get out on the snow. Ken Kalil has come from ORDA three times and has worked with us on technique and skills... and games! We are hoping to start working with the skiers on the fundamentals of biathlon soon! We have had an amazing bunch of volunteers helping with gear and chaperoning on the trails. Thank you to everyone that has been able to help us and ski with us! And thank you to the trail groomers for doing a fantastic job! We are working on details for our Junior Lumberjack Scramble Ski race coming up on February 16.

Holiday Crafts: We had 25 people join us for Christmas ornament making at the Goff-Nelson Memorial Library on December 15. Kids and parents and grandparents and friends came to make ornaments out of puzzle pieces. Everyone had fun and got to take a few ornaments home. Thank you so much to the library staff for everything! We are partnering with the library again for a Valentine craft – stay tuned for details on that.

Tupper Tumbling: Plans for our Tupper Tumbling class are moving along! We have been looking for space to hold the class, as well as figuring out a schedule and getting together equipment. We hope to have the details finalized soon and will start taking registrations. Classes will be limited to

8 students per time slot (time slots are organized by age group). As of now we hope to offer three different time slots, so we will be able to register a total of 24 kids for the program.

Other: Photo enlargements have been installed in the new lobby and they look fantastic! Thank you to Kris Keniston for lending your staging for installation! I am working with Carol Lamb to develop a program on life-long recreation for the TLCSD after-school program. I will be presenting on Wednesday February 16. I am also working with Goff-Nelson Memorial Library to plan activities for Tuesday-Friday of the TLCSD winter break. We are planning some crafts and activities at the Library for kids.

Dog Control Officer

Town of Tupper Lake
Dog Control Report

For the Month of: September 2018

Date: 9- 2018

Complaints Received	3
Complaints Answered	2 - 1 people were gone
Dogs Captured	0
Dogs return to owner	0
Impound Fees Collected	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	
Dangerous Dog Complaints	0
Tickets issued	0

Report prepared by ___Wayne LaPierre___DCO

Town of Tupper Lake
Dog Control Report

For the Month of: November 2018

Date: 11- 2018

Complaints Received	1 - Franklin County
Complaints Answered	0
Dogs Captured	0
Dogs return to owner	0
Impound Fees Collected	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	0
Tickets issued	0

Report prepared by _____Wayne LaPierre___DCO

Town of Tupper Lake
Dog Control Report

For the Month of: December 2018

Date: 1-10-2019

Complaints Received	4
Complaints Answered	4
Dogs Captured	3
Dogs return to owner	3
Impound Fees Collected	0
Dogs turned over to DCO	0
Dogs transported to Humane Society	0
Dogs Adopted	0
Dogs Euthonized	0
Dogs treated by Vet	0
Dangerous Dog Complaints	1
Tickets issued	0

Report prepared by _____Wayne LaPierre___DCO

Highway Superintendent

Town of Tupper Lake Highway Department
William Dechene
Highway Superintendent

Monthly report for December 11 – January 7, 2019

- Put the 3 signs up for the cross country ski trails at the golf course.
- Picked up snow at Maddox Hall & Town Hall.
- Cut trees that blew down on the snowmobile trail through Mt. Matumbla.
- Groomed trail through Mt. Matumbla one time.
- Put stone dust in frost bumps on Dugal Road, Haymeadow Road and Paskungameh Road.
- Ryan built 3 targets for youth activity at the Country Club.
- Plowed and sanded roads per weather conditions.
- Plowed and sanded parking lots at the Town Hall, Maddox Hall, Country Club and lower parking lots at the Rod & Gun Club.
- Weekly dump runs for the Town Hall and Maddox Hall.

Fuel and gas records per other logs.

Motion to approve Town Departments Monthly reports as presented was made by Councilwoman Luton

Seconded by Councilwoman Fontana
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

7. Committee Reports:

Councilman Quinn reported the fire pit at **country club** has been relocated on Town property. Carrie Tutle will apply for grant again for improvements to pro shop and **trails**. Not waiting for grant money, having volunteers willing to do work, will help keep cost down.

Supervisor Littlefield reported able to use front entrance to the **Town Hall** now. Supervisor would like the Town to authorize and invite **Department of State** to come and speak to both boards and public on doing study to **consolidation**, there is grant money available for this study.

Supervisor Littlefield took a tour of **new WELLS** with Mark Robillard, Superintendent of Village Water & Sewer Department.

8. Agreement for Legal Services:

Supervisor Littlefield would like to **TABLE** for further review with Town Attorney.

Motion to TABLE Legal Services Agreement for further review was made by Councilman Quinn.

Seconded by Councilwoman Fontana
All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

9. Dog Control Officers Contract:



Resolution # 7 / 2019
DOG CONTROL OFFICER CONTRACT

This agreement is made as of this 1st day of January, 2019 by and between the Town of Tupper Lake and the undersigned, Dog Control Officer ("DCO").

Whereas, the Town upon appropriate board resolution and the DCO desire to enter into a contractual relationship wherein the DCO will provide dog control officer services to the Town; and Whereas, the parties hereto desire to set forth their understanding of this agreement.

Now, therefore, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The Town shall pay the DCO the sum of \$500.00 per month which includes mileage (prorated in the event of a partial month) for said services.
2. The DCO shall be an independent contractor and not an employee of the Town, and shall maintain all necessary or appropriate insurance coverages to protect the Town and provide proof thereof.
3. The DCO shall familiarize himself with the protocols, statutes and best practices pertaining to the office, including review of the agricultural and markets laws and the dog control officer & municipal shelter guide attached.
4. The DCO shall in a timely manner at least monthly provide the Town Clerk all required documentation of service as it pertains to the Town of Tupper Lake and the NYS Agriculture and Markets regulations.
5. In the event the required documentation is untimely the Town has the authority to withhold payment until such time as the documentation is received.
6. The DCO shall serve at the pleasure of the town board and this contract may be terminated with or without cause at any time.
7. The DCO agrees to indemnify, defend and hold harmless the town for any damages resulting from any action or inaction undertaken by the DCO in connection with his duties if said damages are not covered by insurance.

In Witness Whereof, the parties have executed this agreement as of the date set forth above and the said agreement shall become effective upon the date of the last signature hereon.

TOWN OF TUPPER LAKE

DOG CONTROL OFFICER

Motion: Councilwoman Luton
 Seconded: Councilman Quinn
 Action: Carried 5/0 Vote

 Patricia Littlefield, Supervisor

 Wayne LaPierre

Date: January 10, 2019

10. 2019 Lease Agreement with
 Franklin County Probation:

Resolution # 3 /2019
LEASE AGREEMENT

This Agreement made this 10th day of January 2019 between the **TOWN OF TUPPER LAKE**, a municipality with offices at 120 Demars Blvd., Tupper Lake, New York 12986 ("Lessor") and **FRANKLIN COUNTY PROBATION DEPARTMENT**, Malone, New York 12953 ("Lessee")

Lessor does hereby lease to Lessee the office on the first floor of the Town of Tupper Lake Office Building, 120 Demars Blvd., Tupper Lake, New York, which has been previously occupied by Lessee, with the privileges and appurtenances for and during the term of one year from the 1st day of January 2019 to December 31, 2019.

Lessee will pay to Lessor for the use of said premises; the annual rent One Thousand Two Hundred (\$1,200.00)

In the event Lessee shall fail pay said rent, or any part thereof when it becomes due, it is agreed that Lessor may sue for the same, or re-enter said premises, or resort to any other legal remedy.

Lessor will provide heat and lights to the office space and office personnel of Lessee may use the lavatory facilities. Lessee will provide its own telephone services.

Lessee covenants that at the expiration of said term it will surrender said premises to Lessor in as good condition as now, necessary wear and damage by the elements excepted.

WITNESS the hands and seals of the said parties as of the day and year first above written.

In presence of

TOWN OF TUPPER LAKE

BY: _____
Supervisor Patricia S. Littlefield

Motion: Councilman Quinn
Seconded: Councilwoman Luton
Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Fontana, Luton

Date: January 10, 2019

FRANKLIN COUNTY PROBATION

BY: _____
Probation Department Executive Director

11. Procurement Policies and Procedures:

Resolution 4 2019

PROCUREMENT POLICIES AND PROCEDURES

This Resolution sets forth the policies and procedures of the Town of Tupper Lake to meet the requirements of General Municipal Law, Section 104-b.

Purpose

Goods and services which are not required by law to be procured pursuant to competitive bidding must be procured in a manner so as to assure the prudent and economical use of public moneys, in the best interests of the tax-payers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption. To further these objectives, the governing board is adopting internal policies and procedures governing all procurement of goods and services which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general or local law.

Except for procurements made through county contracts, or through state contracts, alternative proposals or quotations for goods and services shall be secured by use of written requests for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law, Section 104-b.

Documentation of actions taken, in connection with each procurement is required as follows:

Purchasing Exhibit

Methods of competition to be used for non-bid procurement

Chart:

	Written Quotes			Bid	RFP	Other
	2	3				
Purchase Contracts up to \$9,999:						
Under \$1500.	Discretion of Purchaser					
\$1501 - \$3,000	X					
\$3,001 - \$9,999		X				
\$10,000 total or more				X		
Public Work Contracts Up to \$19,999:						
Under \$3,000	Discretion of Purchaser					
\$3,001 - \$19,999	X					
\$20,000 total or more				X		

Cooperative bids, state contracts, county contracts or preferred vendors must be utilized prior to initiating a non-bid procurement. Obtain procedures from the division office.

General Municipal Law requires that similar procurements that exceed \$10,000 in a fiscal year must be grouped together for the purpose of determining whether a particular item or group of items must be bid. Such bids will be made at the discretion of the Business Manager.

*An RFP may be required; however, contracts for professional services may be awarded without competitive bidding.

DEFINITIONS:

Purchase Contract: An order for supplies and/or equipment or other goods.
Public Works Contract: An order for the construction or repair of any building, structure, fixture or other improvement on real property including all materials used and all work, labor and other services rendered in connection with such construction or repair.

Professional Services: A service involving specialized skill, training and expertise, use of professional judgment or discretion, and/or a high degree of creativity.
RFP: Request For Proposal

Purchase order number needed for \$100.00 dollars or more.

Awards to Other Than Lowest Dollar Offer

Whenever any contract is awarded to other than the lowest responsible dollar offerer, the reasons such an award furthers the purpose of General Municipal Law, Section 104-b as set forth herein above shall be documented.

Comments concerning the policies and procedures shall be solicited from Town Board members prior to the enactment of the policies and procedures, and will be solicited from time to time hereafter.

The Town Board shall annually review these procedures. The town clerk shall be responsible for conducting an annual review of the procurement policy and for an evaluation of the internal control structure established to ensure compliance with the procurement policy.

The unintentional failure to full comply with the provisions of this General Municipal Law, Section 104-b, shall not be grounds to void action taken or give rise to a cause of action against the Town of Tupper Lake, or any officer or employee thereof.

The above RESOLUTION was unanimously adopted by the Town Board of the Town of Tupper Lake on January 10, 2019.

Laurie J Fuller

Town Clerk, Town of Tupper Lake

Date: January 10, 2019

Motion: Councilman Dechene
Seconded: Councilwoman Fontana
Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Fontana, Luton

12. Authorize Payment for
Standard Monthly Statements:

Resolution #6 / 2019

RESOLUTION AUTHORIZING PAYMENT FOR STANDARD MONTHLY STATEMENTS

Councilman Dechene offered the following resolution.

WHEREAS; A Resolution authorizing Supervisor to approve payment for standard monthly statements prior to regular monthly board meeting in order to avoid late fees.

Councilwoman Luton duly seconded this resolution, and adopted as follows:

Supervisor Patricia S. Littlefield	AYE
Councilman Michael Dechene	AYE
Councilman John Quinn	AYE
Councilwoman Mary Fontana	AYE
Councilwoman Tracy Luton	AYE

Laurie J Fuller

Laurie J Fuller – Town Clerk

Date: January 10, 2019

13. Highway Shared Service Agreement:

RESOLUTION 5 # of 2019

**AUTHORIZING TOWN SUPERVISOR TO SIGN A CONTRACT FOR SHARED
HIGHWAY SERVICES ON BEHALF OF THE TOWN**

AT A MEETING of the Town Board of the Town of Tupper Lake held at 120 Demars Blvd., Tupper Lake, New York on the 10th day of January, 2019, upon calling of the roll by the Town Clerk the following members were:

Present:

The following resolution was offered by Councilman Quinn who moved its adoption, and seconded by Councilman Dechene, to wit:

RESOLUTION authorizing the Town Supervisor to sign a contract on behalf of the Town to permit the Town Highway Superintendent to share services with highway department heads in other municipalities who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his duties.

Whereas, all municipalities, including the Town of Tupper Lake have the power and authority to contract with other municipalities for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators; and

Whereas, all municipalities, including the Town of Tupper Lake, have the power and authority to borrow or lend materials and supplies to other municipalities; and

Whereas, it is hereby determined that the Town of Tupper Lake and other municipalities have machinery and equipment which is not used during certain periods; and

Whereas, it is determined that the Town of Tupper Lake and other municipalities often have materials and supplies on hand which are not immediately needed; and

Whereas, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Tupper Lake and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing, or storing, of a large inventory of certain extra materials and supplies, thereby saving money for the taxpayers; and

Whereas, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement must receive prior approval by the Town Board and the governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session; and

Whereas, it is incumbent upon each municipality to design a simple method whereby materials, supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process; and

Whereas, it is the intent of the Town of Tupper Lake Town Board to give the Town Superintendent of Highways the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual arrangement; and

Whereas, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the person holding the position comparable to that of the head of the highway department in each of those other municipalities the authority to make similar arrangements; and

Whereas, it is hereby determined that it will be in the best interests of the Town of Tupper Lake to be a party to such shared services arrangements.

NOW THEREFORE, BE IT RESOLVED that the Town Supervisor of the Town of Tupper Lake is hereby authorized to sign the following contract on behalf of the Town:

"CONTRACT FOR SHARED HIGHWAY SERVICES

"1. For purposes of this contract, the following terms shall be defined as follows:

"a) 'Municipality' shall mean any county, town or village which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the Clerk of the Town of Tupper Lake.

"b) 'Contract' shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect as if each chief executive officer had signed each individual contract.

"c) 'Shared Service' shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

"i) the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;

"ii) the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;

"iii) the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.

"iv) the maintenance of machinery or equipment by a municipality for other municipalities.

"d) 'Superintendent' shall mean, in the case of a county, the county superintendent of highways, or the person having the power and authority to perform the duties generally performed by county superintendents of highways; in the case of a town, the town superintendent of highways; and in the case of a village, the superintendent of public works.

"2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract, and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the Clerk of the Town of Tupper Lake.

"3. The Town of Tupper Lake by this agreement grants unto the Town Superintendent of Highways the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions:

"a) The Town of Tupper Lake agrees to rent, exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for the purposes of the Town of Tupper Lake. The determination as to whether such machinery, with or without operators, is needed by the Town of Tupper Lake shall be made by the Superintendent of Highways. The value of the materials or supplies borrowed from another municipality under this agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of equal value, to be determined by mutual agreement of the respective superintendents.

"b) The Town of Tupper Lake agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways.

In the event the said Superintendent determines that it will be in the best interests of the Town of

Tupper Lake to lend to another municipality, the said Superintendent is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Tupper Lake by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents.

"c) The Town of Tupper Lake agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be agreed upon by the Highway Superintendent, upon such terms as may be determined by the Highway Superintendent.

"d) An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the superintendent of the borrowing municipality in relation to the manner in which the work is to be

completed. However, the method by which the machine is to be operated shall be determined by the operator.

"e) When receiving the services of an operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

"f) The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

"g) Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation. Each municipality shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking a joint service pursuant to this contract, however the borrowing municipality shall reimburse the lending municipality for actual and necessary expenses upon receipt of written notice of such claim

"4. The renting, borrowing, leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchange or borrowing of materials or supplies, or the providing of a specific service, shall be evidenced by the signing of a memorandum by the Town Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

"5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the superintendent receiving the shared service shall, within five days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the repair or maintenance shared service. In the event such shared service related

to or included any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

"6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared Service shall be set forth in the memorandum.

"7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

"8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

"9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

"10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

"11. Any party to this contract may revoke such contract by filing a notice of such revocation. Upon the revocation of such contract any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

"12. Any action taken by the Town Superintendent of Highways pursuant to the provisions of this contract shall be consistent with the duties of such official, and expenditures incurred shall not exceed the amounts set forth in the Town budget for highway purposes.

"13. A record of all transactions that have taken place as a result of the Town of Tupper Lake participating in the services afforded by this contract shall be kept by the Town Superintendent of Highways, and a statement thereof, in a manner satisfactory to the Town Board, shall be submitted to the Town Board semiannually on or before the first day of June, and on or before the first day of December, of each year following the filing of the contract, unless the Town Board requests the submission of records at different times and dates.

"14. If any provision of this contract is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be severed, and the remainder of the contract shall continue in full force and effect as if the contract had been signed with the invalid portion so modified or eliminated.

"15. This contract shall be reviewed each year by the Town of Tupper Lake and shall expire five years from the date of its signing by the Town Supervisor. The Town Board may extend or renew this contract at the termination thereof for another five year period.

"16. Copies of this contract shall be sent to the clerk and the superintendent of each municipality with which the Town Highway Superintendent anticipates engaging in shared services. No shared services shall be conducted by the Town Highway Superintendent except with the superintendent of a municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Town Highway Superintendent."

"IN WITNESS THEREOF, the said Town of Tupper Lake has by order of the Town Board caused these presents to be subscribed by the Town Supervisor this 10th day of January, 2019.

The Town Clerk is authorized and directed to file a copy of the foregoing contract as set forth in this resolution with the chief executive officer of the following municipalities:

Town of Bangor	Town of Chateaugay	Town of Fort Covington	Town of Moira
Town Bellmont	Town of Clifton	Town of Franklin	Town of St. Armond
Town of Bombay	Town of Constable	Town of Harrietstown	Town of Santa Clara
Town of Brandon	Town of Dickinson	Town of Long Lake	Town of Waverly
Town of Brighton	Town of Duane	Town of Malone	Town of Westville
Town of Burke	Town of Piercefield	Town of Fine	Town of Herman
Village of Brushton	Village of Chateaugay	Village of Saranac Lake	*Town of Tupper Lake
Village of Burke	Village of Malone	Village of Tupper Lake	Franklin County Highway

This resolution shall take effect immediately

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:	
Supervisor Patricia S. Littlefield	AYE
Councilman John Quinn	AYE
Councilman Michael Dechene	AYE
Councilwoman Mary Fontana	AYE
Councilwoman Tracy Luton	AYE

14. Resolution approving Participation in Shared Services
NYS Archives LGRMIF Application:

Resolution No. 1 / 2019
APPROVING PARTICIPATION IN SHARED SERVICES
NYS ARCHIVES LGRMIF APPLICATION

Whereas, the Town of Tupper Lake desires to partner with the Village of Tupper Lake for a shared services grant application to the New York State Archives Local Government Records Management Fund (LGRMIF)for a comprehensive municipal records inventory, and

Whereas, pursuant to the LGRMIF application guidelines, it is necessary that each partner formally appoint a Records Management Officer (RMO); formally adopt the appropriate records retention and disposition schedule; and execute a cooperative agreement, and

Whereas the project requires a permanent commitment from partnering communities to sustain the results of the project, and

Whereas, the Town will reimburse the Village for fifty percent of the costs for consultant services to complete the LGRMIF application, and

Now, Therefore, Be it Resolved, that the Town of Tupper Lake does hereby authorize and direct its Supervisor to appoint Laurie Fuller as its RMO, adopt the MU-1 Records Retention and Disposition schedule for municipal governments, execute the LGRMIF Grant Cooperative/Shared Services Agreement and Letter of Intent, and asserts a permanent commitment to work with the Village of Tupper Lake and partnering communities to sustain the results of the GIS project.

Date: January 10, 2019

Motion: Councilman Dechene

Seconded: Councilman Quinn

Action: Carried 5/0 vote Littlefield, Quinn, Dechene, Fontana, Luton

Motion to approve the Shared Services Agreement was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

Laurie J Fuller – Town Clerk RMC

Motion to approve the Shared Services Agreement was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

15. Discussion on new Phone Service:

Prim Link Phone service has contacted us about switching phone service. Board members have a lot of questions. TABLE, invite to next Month's board meeting.

16. APA Permit Application for Cross Country Trail:

Councilman Quinn has offered to put application together.

Motion to authorize the Supervisor to execute a APA application for Cross Country Trail Wetlands Crossing was made by Councilwoman Luton.

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

17. Re- Advertise Fire Hall Bid:

Motion to re-advertise accepting bids for Downtown Fire Hall with bid opening date of February 11, 2019 at 12:00 p.m. was made by Councilman Dechene.

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

18. Adjourn:

Motion to adjourn at 7:25 p.m. was made by Councilman Dechene

Seconded by Councilman Quinn

All Town Board Members voted AYE 5/0 Littlefield, Quinn, Dechene, Fontana, Luton

Laurie J Fuller, Town Clerk RMC